

**AMENDMENT TO
THE INTERCONNECTION AGREEMENTS
BY AND BETWEEN
SBC TELECOMMUNICATIONS, INC.
AND
THE MCI CLECS**

This Amendment Superseding and Supplementing Certain 911 Trunking Terms (Amendment) is applicable to the Interconnection Agreements ("Agreements"), in effect as of the date of execution of this Amendment, between Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin, (collectively the ILEC) and Brooks Fiber Communications of Arkansas, Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc.; MCImetro Access Transmission Services LLC, MCI WORLDCOM Communications, Inc. AND Intermedia Communications Inc. (collectively the "CLEC") in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut. ILEC and CLEC may be referred to individually as "Party" or collectively as the "Parties."

The Parties agree that the terms of this Amendment set forth in Paragraphs 1-6 *infra* will act to supersede, supplement, amend and modify, as appropriate, the applicable provisions contained in the Agreements:

1. The Parties agree that CLEC shall not be required to establish 911 trunking or interconnection to ILEC's 911 Selective Routers in rate centers where CLEC does not originate local (dial tone) traffic for its customers ("Non-Dial Tone Rate Centers").
2. CLEC shall identify such Non-Dial Tone Rate Centers when completing the "CLEC to SBC Network Information Sheet" ("NIS") and ILEC specifically agrees that no other notification shall be required of CLEC.
3. ILEC shall not be required to provide 911 services for those Non-Dial Tone Rate Centers designated by CLEC on a NIS.

4. CLEC agrees that it will not originate dial tone service for its customers in such Non-Dial Tone Rate Centers until 911 connectivity has been established pursuant to the requirements of this Agreement and Applicable Law.

5. CLEC acknowledges that, if CLEC wishes to begin offering originating dial tone service in a Non-Dial Tone Rate Center, the establishment of 911 connectivity for these existing rate centers shall be subject to the same intervals for establishing 911 connectivity that are applicable to new rate centers.

6. When CLEC designates a rate center as a Non-Dial Tone Rate Center, CLEC agrees to indemnify ILEC, in accordance with the requirements of the applicable Agreement, for any 911 claims made by CLEC's customers in that Non-Dial Tone Rate Center arising from CLEC's decision not to interconnect with ILEC's 911 Selective Routers in that Non-Dial Tone Rate Center.

In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, adopted on February 20, 2003; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); and/or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law").

Except as modified by this Amendment, all other terms and conditions of the Agreements shall remain unchanged and in full force and effect. In the event of any conflict between the terms of any of the Agreements and the terms of this Amendment, the Parties agree that the terms of this Amendment shall control.

This Amendment shall be filed with and is subject to approval by the Public Utility Commission and shall become effective upon approval by such Commission, however the Parties agree that ILEC shall begin processing CLEC's NIS requests for Non-Dial Tone Rate Centers upon execution of this Amendment by both Parties.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on the _____ day of _____, 2003, by ILEC, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Brooks Fiber Communications of Arkansas Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc.; MCImetro Access Transmission Services LLC; MCI WORLDCOM Communications, Inc., and Intermedia Communications Inc.

Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company and Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent

Signature: _____

Name: Kathy Jespersen
(Print or Type)

Title: Sr. Manager – Carrier Agreements
(Print or Type)

Date: _____

Signature: _____

Name: _____
(Print or Type)

Title: ^{For/} President - Industry Markets

Date: _____